

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS**1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission (“MPSC”) Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC’s OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AM-MI** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **AM-MI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC’s agent for connection to SBC-LEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any AM-MI obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on SBC/Ameritech's Internet website. AM-MI agrees to post the Business Rules on SBC/Ameritech's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.
- 2.3 Any payment by AM-MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

**Attachment 1: Ameritech – Michigan Performance Measurements Appendix
CLEC Identification and Liquidated Damages Information Form**

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the Ameritech – Michigan Performance Measurement Appendix. Please refer to the Appendix and the SBC CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity☐

New

☐

Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐

Bill Credit

☐

Check

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (414) 678-2550 or LSC, 804 N. Milwaukee, Floor 3, Milwaukee, WI 53202

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on

the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your Ameritech Account Manager to obtain the additional forms.

Signed by: _____ Date: _____
Print Name: _____
Title: _____